

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EVA GAMAIUN,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 1:24-cv-00869

Judge John J. Tharp, Jr.

**Magistrate Judge Gabriel A.
Fuentes**

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff EVA GAMAIUN (“Gamaiun”) against the defendants identified on Schedule A, and using the Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Gamaion having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Gamaion having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that Gamaion has provided a basis to conclude that Defaulting Defendants have sold products bearing unauthorized copies of Gamaion's federally registered copyrights, which are protected by United States Copyright Registration Nos. VA 2-344-685; VA 2-344-947; VA 2-344-684; VA 2-344-687; VA 2-344-739; VA 2-344-681; VA 2-344-738; VA 2-344-708; VA 2-344-714; and VA 2-344-686 (the "Gamaion Copyrights").

This Court further finds that Defaulting Defendants are liable for willful copyright infringement (17 U.S.C. §§ 106 and 501, *et seq.*).

Accordingly, this Court orders that Gamaion's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. reproducing, distributing copies of, making derivative works of, or publicly displaying the Gamaion Copyrights in any manner without the express authorization of Gamaion;
 - b. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Gamaion, or are sponsored by, approved by, or otherwise connected with Gamaion; and
 - c. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Gamaion, nor authorized by Gamaion to be sold

or offered for sale, and which bear any of Gamaion's copyrights, including the Gamaion Copyrights, or any reproductions, counterfeit copies, or colorable imitations.

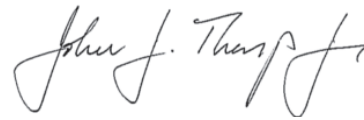
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Gamaion Copyrights or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Gamaion product or not authorized by Gamaion to be sold in connection with the Gamaion Copyrights.
3. Upon Gamaion's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods bearing unauthorized copies of the Gamaion Copyrights.
4. Pursuant to 17 U.S.C. § 504(c)(2), Gamaion is awarded statutory damages from each of the Defaulting Defendants in the amount of \$5,000 for willful copyright infringement of the Gamaion Copyrights. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. (“PayPal”), Alipay, Alibaba, Wish.com, Ant Financial Services Group (“Ant Financial”), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants’ assets.
6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants’ financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Gamaiun as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to Gamaiun the amounts from Defaulting Defendants’ financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Gamaiun has recovered full payment of monies owed to it by any Defaulting Defendant, Gamaiun shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Gamaiun identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Gamaiun may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Gamaiun and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The one-hundred-and-two-thousand-dollar (\$102,000) surety bond posted by Gamaion is hereby released to Gamaion or its counsel, Keith Vogt Ltd., 33 West Jackson Boulevard, #2W, Chicago, Illinois, 60604, plus any accrued interest. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Gamaion or its counsel plus any accrued interest.

This is a Default Judgment.

Date: March 22, 2024

A handwritten signature in black ink, reading "John J. Tharp, Jr.", written over a horizontal line.

John J. Tharp, Jr.
United States District Judge

Schedule A

No.	Defendants
1	linliangju
2	taiyuanshiwanbailinquzhangtengwangluokejifuwubu1
3	nhu y SHOP
4	HanabiiStore
5	liouuan
6	Klawel
7	Best Gift 1268
8	A thirst for life
9	putianchengxiangjialongyubaihuoshanghang
10	QiongZhongXiangZhiKeJiYouXianGongSi
11	Pitfacetee
12	ququwangwang
13	Zenladen LLC USA
14	Coler Of Life
15	haogaoshangmao
16	HeYangYang0522
17	zllggrs
18	guangzhouboqiushangmaoyouxiangongsi
19	zhangjinyangzhanpengshangmao
20	sihanart
21	zhangleiwaimao
22	
23	linshuangpingdegongyipindian
24	
25	HAOMI HOME
26	bayuedelubaodian
27	cswl
28	wanyanbaihuo
29	zhengjinhuai666
30	cheneqqz191
31	yinzhenghangdexiaodian
32	liaolinyudeshangdian
33	王思琰跨境电子
34	WENGLINGLING
35	zhuiqiuzijifuzhuangdian
36	hairuifuzhuangdian
37	liutianzhengposter

38	yanshiming poster
39	
40	chengdujinzechuanyangshangmaoyouxiangongsi
41	guangzhouhanbeisimaoyiyouxiangongsi
42	XINSHENGDAFUWU
43	ROUNDTRSG
44	xiexiegallry
45	MUCHENGGIFT GROUP LTD
46	Bailamo123
47	FIYO Thikg Shop
48	FIYO DIY Store
49	dhdytbmcgy
50	MarkAndrepLxYd
51	lixuejiao 369
52	Guoan 3C Products
53	FIYO DIY 09
54	FIYO ART
55	FIYO Paint with Diamonds
56	gearden
57	NETHOUSE GROUP
58	wwff2
59	For Sweet Dreams
60	wuqingzhen52636
61	huilaihuiqu
62	
63	aufank
64	Smile Kids
65	ELK CC
66	FANCY FACES
67	Home Decor Shopping
68	
69	Yellows Shop
70	keep life
71	rongyidian
72	Guangnesiz
73	
74	Ruifeng Industry and Trade
75	Let us Go Shopping
76	Solido
77	kimo liu

78	KPDGSHOP
79	
80	
81	
82	LILAIFUSHI
83	
84	DIY Tin Sign
85	
86	cjwyy
87	yoyo art
88	Colorful wall sign
89	Zejunjiafang
90	XIYAOZHENZHI
91	LUCY MODERN ART
92	Dreacoss
93	Maquano
94	LHRSHOP
95	Tin Mall
96	Inspired Elegant Shop
97	Hong Hu
98	Hello Nice day shopping
99	
100	JiaHaoJiaFang
101	
102	LuxTS Store